### State of Illinois

59351304

This Indenture	e, made this 14th	day of August	. 19 89	, between	
Maria A. Sanguenza	a, a spinster, Jose	e ?. Sanguenza, a baci	helor, Ronald T. Sangue	enza, a bachelor, and	
William V. Tate Jr					
				, Morigaç	gox, and
Lincoln Mortgage & a corporation organize	. Anding Corp. and and existing under	the laws of the State	of Illinois		
Mortgagee.	•				
Witnesseth: The	whereas the Mortgag	or is justly indebted to the	Mortgagee, as is evidence	ed by a certain promissory note:	bearing
even date herewith, in	the principal sum of				
One Hundred Five T	Included Ninety Sev	en and 00/100	·		
Dollars /\$ 105 007 00	navabie	with interest at the rate of	of Eight and One Half-		
				bie to the order of the Mortgage	e at its
office in	C/X				~
Rolling Meadows, I	L 60008				
-					al such
other place as the hold	ier.may designate in 🛩	rating, and delivered, the	said principal and interest b	eing payable in monthly installim	vents of
Eight Hundred Eigh	it and 11/100				<u> </u>
				Dollars (\$ 808.11	ಬ
of October	. 19 89	and a life turn on the	r first day of each and ev	ery month thereafter until the	
	*			e due and payable on the first	
tony polo, cacopi inte					, -
September	<b>, 2019</b> .				
·			//		
•			* ***	al sum of money and interest a	
•	_			age and Warrant unto the Mort	gagee.
its successors or assig	ns, the following desc	_	, lying, and being in the coi	- le yinu	
Cook		and the State	e of Minois, to with		
_					<b>A</b>
Lot 27 in Block 9	in Belmont Gardens	, being a subdivision	of part of the in the	astaly4 of Section 27,	\$17.0
				ille p <b>irantekes esploks</b> 317 # A - <b>#—89—</b> 36	13:91:99
June 18, 1913, as	Document No. 52097	64, in Cook County, I		CHUK COUNTY RECORDER	11004
		22	,		
SESSMENT THREY NO	MEER: 13-27-206-0	33		U <sub>X</sub>	
C	AICE W. Dawer 311	•		Office	
Commonly known as:	Chicago, IL 606			<b>'C</b>	
	Citicago, in our	74			
		•		- <i>i</i>	

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, or is all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate; right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time! Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

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To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, tree from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and warve.

### And Said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of thinois, or of the condition flowing, virtage, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises. Along the continuance of said mobilities, insured for the bunefit of the Mortgagee in such forms of insurance, and in such a recurst, as may be required by the Mortgagee.

In case of the refusal or neglect of the fortgagor to make such payments, or to satisfy any prior lien or incum) rance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay fuch taxes, assessments, and insurance premiums, when due and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Morigagor further covenants and agrees as follows:

That privilege is reserved to pay the debt, in whole or in part on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of lire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set of forth:

(i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(ii) interest on the note secured hereby;

(III) amortization of the principal of the said note; and

(iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "fate charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than lifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor, II, however, the monthly payments made by the Mortgagor under chibaction (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deliciency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time he Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in co nothing the amount of such indebtedness, credit to the account of the Mo toagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortougee acquires the property otherwise after default, the Morigage shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the proceding paragraph as a cred against the amount of principal then remaining unpaid under said note

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does needly assign to the Mortgagee all the rents, issues, and profits flow due or which may hereafter become due for the use of the premises hereinabove described.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee.

# UNOFFICIAL COPY ,

	nd seal of the Mortgagor, th SANGUEP 24		Jose T. Sanguenza	CONZA		[Seal]
Maria A. Sanguenza		[368]	Jose T. Sanguenza		_	(000)
Royald T. Sanguenz	for geomac	(Seal)	William V. Tate Jr.	no Fil	lated	[Seal]
State of Minois	- "					
County of Cook						
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aforesaid, Do Hereby C	cently that maris A	Sanguenz	9,05pnster	Jose	T. Sangur	nta c
bachelor, R	constant maris A constant T. Sanga	uenzajai	bachelor and	William	V. Tate	T_
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and person whose name	Ox	P €-±h€	enbed to the foregoing it	-		
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		County, Illinois	, on the	day of	AD 19	
at o'ck	ock m., and duly	recorded in Book	of	ρ≀ <b>ge</b>		x
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who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and inferest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of emment domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note Secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgagee and shall be part forthwith to the Mortgagee to be applied by if on account of the indebtedness secured hereby, whether due or not.

The Mortgagor Further Agree what should this mortgage and the note secured hereby not be eligible for insurance under the

National Housing Act within

n davs

from the date hereof (written statement of any officer of the Department of Housing and Urhan Development or authorized agent of the Secretary of Housing and Urban Development dated

subsequent to the

days'

time from the date of this mortgage, declining to insure said, note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In The Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole or said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this morigage, and upon the fitting of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and Inthout regard to the solvency or insolvency of the person or Obersons hable for the payment of the indebtedness secured. whilereby, at the time of such applications for appointment of a Theceiver, or for an order to place Mortgagee in possession of the repremises and without regard to the value of said premises or whether the same shall then be occupied by the owner of the accusty of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied loward the payment of

the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgager or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's tens, and stenographers' tees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the altorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further tien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in surjuance of any such decree: (1) All the costs of such suit or suits, edvertising, sale, and conveyance, including attorneys', solicions', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the non-gago with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (2) all the accrued interest remaining unpaid on the indebtedness the object overplus of the proceeds of the sale, if any, shall then be puid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aloresaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor heidby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagoe.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenanta Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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#### ASSUMPTION RIDER

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

7 12 34Î

/NPK/P: P: Maria A. Sanguenza Mortgagor

JOSE T. Sanguerza

Ronal of

Ronald T. Sangueriza

William V. Tate Jr.

COUNTY OF COOK

I, find Pittism, a Notary Public in and for the County and State aforesist, do hereby certify that in area A. Lampuring and you T. Long and hereby certify that in area A. Lampuring and you T. Long and hereby certify that in area A. Lampuring and your T. Long and the his wife, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the purposes therein set forth, including the release and voluntary of homestead.

Given under my hand and Hotarial Seal this 14 day of received 1959

Hothery Rublic

21 30 30

### UNOFFICIAL CORY

for the dail lith on Adjustable Rate Hortgage, Deed of Trust or Security Deed Insured under sections 203(b), 203(k) (first lien only) or 234(c) of the National Housing Act, using the Margin method.

#### ADJUSTABLE RATE RIDER

THIS	Apput FAer E	FATE P	PICR IS	~	this	14th	day	at _	August		·	12,8	9 is
													courity ford
("Hui ty::go	"), of even	date la	ercolth,	given	by the u	indorsia	ned (	"Hor 1	:230r*)	10 -	cura 4711	، بمرجو	s Adjusticio
("Mortgage	e"), cover	ing th	e pres	Ses	describe	d in	the	Hor	tgage	and	located	at	
	LITY Ave., C												

Notwithstanding anything to the contrary set forth in the Portgage, Mortgager and Mortgager hereby agree to the following:

- Eight and

  1. Under the Note, the initial stated interest rate of One Half per centum (8.50---\$) per annum ("Initial Liverast Rate") on the unpeld principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as here mafter provided, so that each installment will be in an emount necessary to fully emortize the unput, principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
- The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of \_October\_\_\_\_\_, 15\_60\_ (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be two effective on that day of each succeeding year during the term of the Mortgage ("Change Date").
- 3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treesury: "Provides adjusted to a constant maturity of one year ("Index"; the Index is published in the <u>Federal Rejercy Bulletin</u> and made available by the United States Treesury Department in Statistical Release H.15(5192). As of each Change Date, it will be determined whether or not an interest rate adjustment must be used, and the amount of the new adjusted interest rate, if any, as follows:
  - (a) The amount of the index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
  - (b) The percentage points (2.00-5; the "Margin") vill be added to the Current Index and the sum of this addition will be rounded to the nearest one-of-th of one percentage point (0.1255). The rounded sum, of the Margin plus the Current Index, vill be called the "Colculated Interest Rate" for each Change Date.
  - (c) The Calculated Interest Rate will be compared to the interest rate leing earned immediately prior to the current Change Date (such interest rate being called the 'Existing Interest Rate'). Then, the new adjusted interest rate, if any, will be determined as follows:
    - (1) If the Calculated Interest Rate is the same as the Existing Interest Rate; the interest rate will not change,
    - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will by equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "55 Cap").
    - ([[]] If the Colculated Interest Rate exceeds the Existing interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 9% Cap).
    - (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cop).
  - (d) Notwithstending enything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the initial interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, then the initial interest Rate.

- (a) Mortgages will perform the renctions required enser Separagraphs (%) (b) and (c) to determine the amount of the new adjusted rate. If any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
- (f) The motion out forth in this Paragraph 3 of this Adjuntable Gite Rider, for determining statter or cot on adjuncent must be made to the fristing interest fate incorporates the atfacts of the provisions of 24 CFR 203,49(m)(i) and 234,79(m)(i) which impaire that classes in the index in events of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.
- (g) If the Index is no longer available, Hortgages will be required to use any index prescribed by the Department of Housing and Urban Development, Hortgages will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.
- If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which impaid principal balance will be deemed to be the amount due on such Change Date assuming that has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On o' lefore the Change Date, Mortgagee will give Mortgager written notice ("Adjustment Notice") o' any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of alculating the adjustment to the monthly installment payments, and (vii) any other informatics which may be required by law from time to time.
  - (b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgagoe has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagoe to Mortgagor until the first payment date which occurs at least thirty (30) days after Mortgagoe has given a further Adjustment Motice to Mortgagor. Notwithstanding empthing to the contrary contained in this Adjustable Rate Rider or the Mortgago, Mortgagor will be relieved of an obligation to pay, and Mortgagoe will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such ascent under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after Mortgagoe has given the applicable Adjustment Notice to Mortgagor.
  - (c) Notwithstanding anything contained in this Adjusteulo Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgages failed to give the Adjustment Notice when required, and (iii) Mortgages, consequently, has made any monthly installment payments in excess of the amount which touid have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgages, at Portgages's sole option, may either (i) demand the return from Mortgages (who for the purposes of units sentence will be deemed to be the mortgages, or mortgages, who received such Excess Payments, whether or not any such mortgages subsequently assigned the Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the Index on (iv) Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repayment, or (2) request that all or any portion of Excess Payments, together with all Interest thereon calculated as provided above, be upplied as payments against principal.
- 5. Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate edjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

ين By SIGNING BELOW. Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

MARIK A SANGUENZA (SEAL)

Mortgagor Maria A. Sanguerza

Jace T Janguerza

Mortgagor Jose T. Sanguerza

Ronald T. Sanguerza

Ronald T. Sanguerza

William V. Date Jr.

SHA ARM Rider CMC (9/85)